

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

RYSTA LEONA SUSMAN, Both
individually and as a Legal Guardian of
Shane Allen Loveland; and JACOB
SUMMERS,

Plaintiffs,

v.

THE GOODYEAR TIRE & RUBBER
COMPANY,

Defendant.

**STIPULATION REGARDING MOTION TO
QUASH AND SUBPOENA ISSUED TO RYAN
SCARLETT**

Case No.: 8:18CV127

The Goodyear Tire & Rubber Company (“Goodyear”) and Ryan Scarlett (“Scarlett”) jointly submit this Stipulation Regarding Motion to Quash Subpoena Issued to Ryan Scarlett (“Scarlett”):

1. On March 10, 2020, Goodyear served a trial subpoena on Mr. Scarlett commanding him to appear at the trial in this matter to give testimony. (ECF No. 288-1.)
2. Mr. Scarlett filed a Motion to Quash this Subpoena on March 11, 2020. (ECF No. 286.)
3. In this Motion, Mr. Scarlett maintains that he lives more than 100 miles from the Courthouse in Omaha, Nebraska and that attending the trial will cause him to incur substantial expense. (ECF No. 287.)
4. Given Mr. Scarlett’s unwillingness to travel to Omaha for the trial, and his allegations of substantial expense, Goodyear and Mr. Scarlett have agreed to forego further

litigation over whether the Court can or should compel Mr. Scarlett to testify pursuant to Federal Rule of Civil Procedure 45(c)(1)(B)(ii).

5. Accordingly, Goodyear stipulates and agrees to withdraw the subpoena issued to Mr. Scarlett, and Mr. Scarlett stipulates and agrees to withdraw his Motion to Quash.

6. Mr. Scarlett also stipulates that he is unwilling to travel to Omaha, Nebraska for trial, that he does not reside, is not employed, and does not regularly transact business in person within 100 miles of the Courthouse in Omaha, Nebraska.

WHEREFORE, Goodyear and Mr. Scarlett stipulate and agree to the withdrawal of Mr. Scarlett's Motion to Quash and Goodyear stipulates and agrees to withdraw the subpoena issued to Mr. Scarlett. Goodyear and Mr. Scarlett respectfully request that the Court deem Mr. Scarlett's Motion to Quash as withdrawn and/or moot.

GREENSFELDER, HEMKER & GALE, P.C.

By: /s/ Edward S. Bott, Jr.

Edward S. Bott, Jr.

Clark W. Hedger

Robert L. Duckels

10 South Broadway, Suite 2000

St. Louis, MO 63102

(314) 241-9090

Fax: (314) 345-5465

esb@greensfelder.com

chl@greensfelder.com

rld@greensfelder.com

AND

BAIRD HOLM LLP

Jennifer D. Tricker (NE# 23022)

1700 Farnam Street, Suite 1500

Omaha, NE 68102-2068

(402) 344-0500

jtricker@bairdholm.com

Attorneys for The Goodyear Tire & Rubber Company

ENGLES, KETCHAM, OLSON & KEITH, P.C.

By: /s/ Kristina J. Kamler

Stephen G. Olson, II #18949

Kristina J. Kamler #24082

1350 Woodmen Tower

1700 Farnam Street

Omaha, NE 68102

Telephone: (402) 348-0900

Facsimile: (402) 348-0904

solson@ekoklaw.com

kkamler@ekoklaw.com

Attorneys for Ryan Scarlett and Kearney Towing & Repair Center, Inc., A Nebraska Corporation

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing was filed with the Clerk of the Court and served upon all attorneys of record using the CM/ECF system this 12th day of March, 2020.

Kyle W. Farrar (*pro hac vice*)
Wesley Todd Ball (*pro hac vice*)
KASTER, LYNCH, FARRAR & BALL, LLP
1117 Herkimer St.
Houston, TX 77008
kyle@fbtrial.com

Paul E. Godlewski
SCHWEBEL, GOETZ & SIEBEN, P.A.
5120 IDS Center
80 South 8th Street
Minneapolis, MN 55402
pgodlewski@schwebel.com

Michael F. Coyle
Brian J. Fahey
FRASER, STRYKER PC LLO
409 South 17th Street
Suite 500, Energy Plaza
Omaha, NE 68102
mcoyle@fraserstryker.com
bfahey@fraserstryker.com

Attorneys for Plaintiffs

/s/ Edward S. Bott, Jr.